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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MULTIPLE ENERGY TECHNOLOGIES, LLC

Case No. 2-19-CV-01483

Plaintiff,

**[PROPOSED] PROTECTIVE
ORDER**

HOLOGENIX, LLC.

Defendant.

HOLOGENIX, LLC.

Counterclaimant

VS.

MULTIPLE ENERGY TECHNOLOGIES, LLC,

Counter-Defendant

Complaint Filed: February 28, 2019
Counterclaim Filed: April 12, 2019

1 1. PURPOSES AND LIMITATIONS

2 1.1 Purpose: Disclosure and discovery in this action are likely to involve
3 production of confidential, proprietary, or private information for which special
4 protection from public disclosure and from use for any purpose other than
5 prosecuting this litigation may be warranted. Accordingly, the parties hereby
6 stipulate to and petition the court to enter the following Stipulated Protective Order.
7 The parties acknowledge that this Order does not confer blanket protections on all
8 disclosures or responses to discovery and that the protection it affords from public
9 disclosure and use extends only to the limited information or items that are entitled
10 to confidential treatment under the applicable legal principles. The parties further
11 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective
12 Order does not entitle them to file confidential information under seal; Civil Local
13 Rule 79-5 sets forth the procedures that must be followed and the standards that will
14 be applied when a party seeks permission from the court to file material under seal
15 (“this Protective Order”).

16 1.2 Good Cause Statement: The parties to this action respectfully request
17 the court to enter this Protective Order to prevent public disclosure of their
18 confidential proprietary business information. This action is likely to involve trade
19 secrets, customer and pricing lists and other valuable research, development,
20 commercial, financial, technical and/or proprietary information for which special
21 protection from public disclosure and from use for any purpose other than
22 prosecution of this action is warranted. Such confidential and proprietary materials
23 and information consist of, among other things, confidential business or financial
24 information, information regarding confidential business practices, or other
25 confidential research, development, or commercial information (including
26 information implicating privacy rights of third parties), information otherwise
27 generally unavailable to the public, or which may be privileged or otherwise

28

1 protected from disclosure. Also, a confidential settlement agreement was reached
2 in the Underlying Action which is the basis of this lawsuit.

3 To expedite the flow of information, to facilitate the prompt resolution of
4 disputes over confidentiality of discovery materials, to adequately protect
5 information the parties are entitled to keep confidential, to ensure that the parties
6 are permitted reasonable necessary uses of such material in preparation for and in
7 the conduct of trial, to address their handling at the end of the litigation, and to
8 serve the ends of justice, a protective order for such information is justified in this
9 matter. It is the intent of the parties that information will not be designated as
10 confidential for tactical reasons and that nothing be so designated without a good
11 faith belief that it has been maintained in a confidential, non-public manner, and
12 there is good cause why it should not be part of the public record of this case.

13 2. DEFINITIONS

14 2.1 Challenging Party: a Party or Non-Party that challenges the
15 designation of information or items under this Protective Order.

16 2.2 “CONFIDENTIAL SUBJECT TO PROTECTIVE ORDER”
17 Information or Items: information (regardless of how it is generated, stored or
18 maintained) or tangible things the party designating or producing it reasonably
19 believes contains or reflects information subject to protection, including without
20 limitation: (1) information in the nature of a trade secret or other research,
21 investigation, development, commercial or operational information of a confidential
22 or proprietary nature; (2) financial, marketing, planning, strategic, investigative, or
23 other internal information, data, analyses, or specifications of a proprietary,
24 confidential or competitive nature; (3) information deemed confidential or non-
25 public by any regulatory body; (4) information otherwise protected by law from
26 disclosure; and/or (5) any other information with respect to which there is a
27 compelling need for confidentiality. Only documents in the following categories
28 shall be designated as Confidential: documents that have not been made public,

1 which the disclosing party in good faith believes will, if disclosed, have the effect
2 of causing harm to its business or competitive position; or in the case of individuals,
3 shall be limited to documents that reveal personal information, such as contact
4 information, social security numbers, or Protected Health Information (as defined in
5 45 CFR § 160.103).

6 2.3 Counsel (without qualifier): Outside Counsel of Record and House
7 Counsel (as well as their support staff).

8 2.4 Designating Party: a Party or Non-Party that designates information or
9 items that it produces in disclosures or in responses to discovery as Confidential.

10 2.5 Disclosure or Discovery Material: all items or information, regardless
11 of the medium or manner in which it is generated, stored, or maintained (including,
12 among other things, testimony, transcripts, and tangible things), that are produced
13 or generated in disclosures or responses to discovery in this matter.

14 2.6 Expert: a person with specialized knowledge or experience in a matter
15 pertinent to the litigation who has been retained by a Party or its counsel to serve as
16 an expert witness or as a consultant in this action.

17 2.7 HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
18 Information or Items: extremely sensitive “Confidential Information or Items,”
19 disclosure of which to another Party or Non-Party would create a substantial risk of
20 serious harm that could not be avoided by less restrictive means.

21 2.8 House Counsel: attorneys who are employees of a party to this action.
22 House Counsel does not include Outside Counsel of Record or any other outside
23 counsel.

24 2.9 Non-Party: any natural person, partnership, corporation, association,
25 or other legal entity not named as a Party to this action.

26 2.10 Outside Counsel of Record: attorneys who are not employees of a
27 party to this action but are retained to represent or advise a party to this action and
28 have appeared in this action on behalf of that party or are affiliated with a law firm

1 which has appeared on behalf of that party.

2 2.11 Party: any party to this action, including all of its officers, directors,
3 employees, consultants, retained experts, and Outside Counsel of Record (and their
4 support staffs).

5 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
6 Discovery Material in this action.

7 2.13 Professional Vendors: persons or entities that provide litigation
8 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
9 demonstrations, and organizing, storing, or retrieving data in any form or medium)
10 and their employees and subcontractors.

11 2.14 Protected Material: any Disclosure or Discovery Material that is
12 designated as “CONFIDENTIAL-SUBJECT TO PROTECTIVE ORDER” or
13 “HIGHLY CONFIDENTIAL– ATTORNEYS’ EYES ONLY”.

14 2.15 Receiving Party: a Party that receives Disclosure or Discovery
15 Material from a Producing Party.

16 3. SCOPE

17 The protections conferred by this Protective Order cover not only Protected
18 Material (as defined above), but also (1) any information copied or extracted from
19 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
20 Material; and (3) any testimony, conversations, or presentations by Parties or their
21 Counsel that might reveal Protected Material. However, the protections conferred
22 by this Protective Order do not cover the following information: (a) any information
23 that is in the public domain at the time of disclosure to a Receiving Party or
24 becomes part of the public domain after its disclosure to a Receiving Party as a
25 result of publication not involving a violation of this Protective Order, including
26 becoming part of the public record through trial or otherwise; and (b) any
27 information known to the Receiving Party prior to the disclosure or obtained by the
28 Receiving Party after the disclosure from a source who obtained the information

1 lawfully and under no obligation of confidentiality to the Designating Party. Any
2 use of Protected Material at trial shall be governed by a separate agreement or
3 order.

4 **DURATION**

5 Even after final disposition of this litigation, the confidentiality obligations
6 imposed by this Order shall remain in effect until a Designating Party agrees
7 otherwise in writing or a court order otherwise directs. Final disposition shall be
8 deemed to be the later of (1) dismissal of all claims and defenses in this action, with
9 or without prejudice; or (2) if there is a trial, after completion of post-trial briefing,
10 final determination of all appeals, and entry of final judgment.

11 **DESIGNATING PROTECTED MATERIAL**

12 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**
13 Each Party or Non-Party that designates information or items for protection under
14 this Order must take care to limit any such designation to specific material that
15 qualifies under the appropriate standards. The Designating Party must designate for
16 protection only those parts of material, documents, items, or oral or written
17 communications that qualify – so that other portions of the material, documents,
18 items, or communications for which protection is not warranted are not swept
19 unjustifiably within the ambit of this Protective Order.

20 Mass, indiscriminate, or routinized designations are prohibited, as are
21 designations that are shown to be clearly unjustified or that have been made for an
22 improper purpose (e.g., to unnecessarily encumber or retard the case development
23 process or to impose unnecessary expenses and burdens on other parties). If it
24 comes to a Designating Party’s attention that information or items that it designated
25 for protection do not qualify for protection, that Designating Party must promptly
26 notify all other Parties that it is withdrawing the mistaken designation.

27 **5.2 Manner and Timing of Designations.** Except as otherwise provided in
28 this Protective Order (see, e.g., second paragraph of section 5.2(a) below), or as

otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Protective Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Protective Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, including discovery responses, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the legend “CONFIDENTIAL-SUBJECT TO PROTECTIVE ORDER” or “HIGHLY CONFIDENTIAL– ATTORNEYS’ EYES ONLY” to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents or materials available for inspection need not designate them for protection until after the inspecting Party has indicated which material it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed Confidential. After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL-SUBJECT TO PROTECTIVE ORDER” or “HIGHLY CONFIDENTIAL– ATTORNEYS’ EYES ONLY” legend to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) for testimony given in deposition or in other pretrial or trial proceedings, that the Designating Party either: (i) identify the protected testimony on the record, before the close of the deposition, hearing, or other proceeding; or (ii)

1 send a letter to all counsel within the time permitted for the review and signing of
2 the deposition by the witness (in the event of a deposition) or within 30 days of
3 receipt of the transcript of the hearing (in the event of a hearing) identifying the
4 protected testimony.

5 (c) for information produced in some form other than documentary and
6 for any other tangible items, that the Producing Party affix in a prominent place on
7 the exterior of the container or containers in which the information or item is stored
8 the legend “CONFIDENTIAL-SUBJECT TO PROTECTIVE ORDER” or
9 “HIGHLY CONFIDENTIAL– ATTORNEYS’ EYES ONLY.” If only a portion or
10 portions of the information or item warrant protection, the Producing Party, to the
11 extent practicable, shall identify the protected portion(s).

12 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
13 failure to designate qualified information or items does not, standing alone, waive
14 the Designating Party’s right to secure protection under this Protective Order for
15 such material. Upon timely correction of a designation, the Receiving Party must
16 make reasonable efforts to assure that the material is treated in accordance with the
17 provisions of this Protective Order.

18 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

19 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
20 designation of confidentiality but must do so within the discovery period set by the
21 Court. Unless a prompt challenge to a Designating Party’s confidentiality
22 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary
23 economic burdens, or a significant disruption or delay of the litigation, a Party does
24 not waive its right to challenge a confidentiality designation by electing not to
25 mount a challenge promptly after the original designation is disclosed.

26 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
27 resolution process by providing written notice of each designation it is challenging
28 and describing the basis for each challenge. To avoid ambiguity as to whether a

1 challenge has been made, the written notice must recite that the challenge to
2 confidentiality is being made in accordance with this specific paragraph of this
3 Protective Order. The parties shall attempt to resolve each challenge in good faith
4 and must begin the process by conferring directly (in voice to voice dialogue; other
5 forms of communication are not sufficient) within 14 days of the date of service of
6 notice. In conferring, the Challenging Party must explain the basis for its belief that
7 the confidentiality designation was not proper and must give the Designating Party
8 an opportunity to review the designated material, to reconsider the circumstances,
9 and, if no change in designation is offered, to explain the basis for the chosen
10 designation. A Challenging Party may proceed to the next stage of the challenge
11 process only if it has engaged in this meet and confer process first or establishes
12 that the Designating Party is unwilling to participate in the meet and confer process
13 in a timely manner.

14 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
15 court intervention, the Designating Party shall file and serve a motion to retain
16 confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule
17 79-5, if applicable) within 21 days of the initial notice of challenge or within 14
18 days of the parties agreeing that the meet and confer process will not resolve their
19 dispute, whichever is earlier. Each such motion must be accompanied by a
20 competent declaration affirming that the movant has complied with the meet and
21 confer requirements imposed in the preceding paragraph.

22 In addition, the Challenging Party may file a motion challenging a
23 confidentiality designation at any time if there is good cause for doing so, including
24 a challenge to the designation of a deposition transcript or any portions thereof. Any
25 motion brought pursuant to this provision must be accompanied by a competent
26 declaration affirming that the movant has complied with the meet and confer
27 requirements imposed by the preceding paragraph. All parties shall continue to
28

1 afford the material in question the level of protection to which it is entitled under
2 the Designating Party's designation until the court rules on the challenge.

3 The burden of persuasion in any such challenge proceeding shall be on the
4 Designating Party. Frivolous challenges, and those made for an improper purpose
5 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
6 expose the Challenging Party to sanctions.

7 If the Parties need to file a Motion under Local Rule 7 under seal, the Parties
8 may file a stipulation to that effect or the moving party may file an *ex parte*
9 application making the appropriate request. The Parties must set forth good cause in
10 the stipulation or *ex parte* application as to why the Motion or portions thereof
11 should be filed under seal.

12 7. **ACCESS TO AND USE OF PROTECTED MATERIAL**

13 7.1 **Basic Principles.** A Receiving Party may only use Protected Material
14 that is disclosed or produced by another Party or by a Non-Party in connection with
15 this case for prosecuting, defending, or attempting to settle this litigation. Protected
16 Material may not be used for any other purpose whatsoever. Protected Material may
17 be disclosed only to the categories of persons and under the conditions described in
18 this Protective Order. When the litigation has been terminated, a Receiving Party
19 must comply with the provisions of section 13 below (FINAL DISPOSITION).

20 Protected Material must be stored and maintained by a Receiving Party at a
21 location and in a secure manner that ensures that access is limited to the persons
22 authorized under this Protective Order.

23 7.2 **Disclosure of Confidential Information or Items.** Unless otherwise
24 ordered by the court or permitted in writing by the Designating Party, a Receiving
25 Party may disclose any information or item designated "CONFIDENTIAL-
26 SUBJECT TO PROTECTIVE ORDER" only to:

27 (a) the Receiving Party's Outside Counsel of Record in this action, as
28 well as employees of said Outside Counsel of Record to whom it is reasonably

1 necessary to disclose the information for this litigation;

2 (b) the officers, directors, and employees (including House Counsel) of
3 the Receiving Party to whom disclosure is reasonably necessary for this litigation;

4 (c) Experts (as defined in this Protective Order) of the Receiving Party to
5 whom disclosure is reasonably necessary for this litigation and who have signed the
6 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

7 (d) the court and its personnel;

8 (e) court reporters and their staff, professional jury or trial consultants,
9 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary
10 for this litigation and who have signed the “Acknowledgment and Agreement to Be
11 Bound” (Exhibit A);

12 (f) during their depositions, witnesses in the action to whom disclosure is
13 reasonably necessary and who have signed the “Acknowledgment and Agreement to
14 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered
15 by the court. Pages of transcribed deposition testimony or exhibits to depositions that
16 reveal Protected Material must be separately bound by the court reporter and may not
17 be disclosed to anyone except as permitted under this Protective Order.

18 (g) the author or recipient of a document containing the information or a
19 custodian or other person who otherwise possessed or knew the information.

20 7.3 Disclosure of Highly Confidential Information or Items. Unless
21 otherwise ordered by the Court or permitted in writing by the Designating Party, a
22 Receiving Party may disclose any information or item designated “HIGHLY
23 CONFIDENTIAL– ATTORNEYS’ EYES ONLY” only to:

24 (a) The Receiving Party’s Outside Counsel of Record in this action, as
25 well as employees of said Outside Counsel of Record to whom it is reasonably
26 necessary to disclose the information for this litigation;

27 (b) Experts (as defined in this Order) of the Receiving Party to whom
28 disclosure is reasonably necessary for this litigation and who have signed the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
2 (c) The Court and its personnel;
3 (d) Court reporters and their staff, professional jury or trial consultants,
4 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary
5 for this litigation and who have signed the “Acknowledgment and Agreement to Be
6 Bound” (Exhibit A);
7 (e) The author or recipient of a document containing the information or a
8 custodian or other person who otherwise possessed or knew the information; and
9 (f) Mediators engaged by the Parties to assist in this Action provided that
10 all such persons have signed the “Acknowledgment and Agreement to Be Bound”
11 (Exhibit A).

12 7.4 Court Hearings. If any party or Non-Party bound by this Protective
13 Order intends to disclose, discuss or otherwise refer to any Protected Material in
14 open court at any hearing or trial, that person must notify the Court, the party that
15 designated the Protected Material, and all other parties in the action of its intention
16 to do so.

17 7.5 Filings with the Court. If confidential material is included in any
18 papers to be filed in Court, such papers shall be accompanied by an application to
19 file the papers -- or the confidential portion thereof – under seal; the application
20 must demonstrate good cause for the under seal filing.

21 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
22 IN OTHER LITIGATION

23 If a Party is served with a subpoena or a court order issued in other litigation
24 that compels disclosure of any information or items designated in this action as
25 Confidential, that Party must:

- 26 (a) promptly notify in writing the Designating Party. Such notification
27 shall include a copy of the subpoena or court order;
- 28 (b) promptly notify in writing the party who caused the subpoena or order

1 to issue in the other litigation that some or all of the material covered by the
2 subpoena or order is subject to this Protective Order. Such notification shall include
3 a copy of this Protective Order; and

4 (c) cooperate with respect to all reasonable procedures sought to be
5 pursued by the Designating Party whose Protected Material may be affected.

6 If the Designating Party timely seeks a protective order, the Party served with
7 the subpoena or court order shall not produce any information designated in this
8 action as Confidential before a determination by the court from which the subpoena
9 or order issued, unless the Party has obtained the Designating Party's permission.
10 The Designating Party shall bear the burden and expense of seeking protection in
11 that court of its confidential material – and nothing in these provisions should be
12 construed as authorizing or encouraging a Receiving Party in this action to disobey
13 a lawful directive from another court.

14 9. **A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
15 **PRODUCED IN THIS LITIGATION**

16 (a) The terms of this Protective Order are applicable to information
17 produced by a Non-Party in this action and designated as "CONFIDENTIAL–
18 SUBJECT TO PROTECTIVE ORDER" or "HIGHLY CONFIDENTIAL–
19 ATTORNEYS' EYES ONLY". Such information produced by Non-Parties in
20 connection with this litigation is protected by the remedies and relief provided by
21 this Protective Order. Nothing in these provisions should be construed as
22 prohibiting a Non-Party from seeking additional protections.

23 (b) In the event that a Party is required, by a valid discovery request, to
24 produce a Non-Party's confidential information in its possession, and the Party is
25 subject to an agreement with the Non-Party not to produce the Non-Party's
26 confidential information, then the Party shall:

27 (1) promptly notify in writing the Requesting Party and the Non-Party
28 that some or all of the information requested is subject to a confidentiality

agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party.

(c) If the Non-Party fails to object or seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Protective Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other

protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. **MISCELLANEOUS**

12.1 **Right to Further Relief.** Nothing in this Protective Order abridges the right of any person to seek its modification by the court in the future.

12.2 **Right to Assert Other Objections.** By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 **Filing Protected Material.** Without written permission from the Designating Party or a court order secured after appropriate notice to all interested persons, a Party may not file in the public record in this action any Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to protection under the law. If a Receiving Party's request to file Protected Material under seal pursuant to Civil Local Rule 79-5(d) is denied by the court, then the Receiving Party may file the information in the

1 public record pursuant to Civil Local Rule 79-5(e) unless otherwise instructed by
2 the court.

3 **13. FINAL DISPOSITION**

4 Within 30 days after the final disposition of this action, as defined in
5 paragraph 4 or the entry of a final judgment, each Receiving Party must return all
6 Protected Material to the Producing Party or destroy such material. As used in this
7 subdivision, “all Protected Material” includes all copies, abstracts, compilations,
8 summaries, and any other format reproducing or capturing any of the Protected
9 Material. Whether the Protected Material is returned or destroyed, the Receiving
10 Party must submit a written certification to the Producing Party (and, if not the
11 same person or entity, to the Designating Party) by the 30 day deadline that (1)
12 identifies (by category, where appropriate) all the Protected Material that was
13 returned or destroyed and (2) affirms that the Receiving Party has not retained any
14 copies, abstracts, compilations, summaries or any other format reproducing or
15 capturing any of the Protected Material. Notwithstanding this provision, Counsel
16 are entitled to retain an archival copy of all pleadings, motion papers, trial,
17 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
18 and trial exhibits, expert reports, attorney work product, and consultant and expert
19 work product, even if such materials contain Protected Material. Any such archival
20 copies that contain or constitute Protected Material remain subject to this Protective
21 Order.

22 **14. VIOLATION**

23 Any violation of this Order may be punished by appropriate measures
24 including, without limitation, contempt proceedings and/or monetary sanctions.

25 **IT IS SO ORDERED.**

26 Date: May 20, 2019

27 Signed:

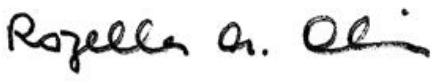

28 Honorable Rozella A. Oliver
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare
under penalty of perjury that I have read in its entirety and understand this
Protective Order issued by the United States District Court for the Central District
of California in the case of *Multiple Energy Technologies, LLC v. Hologenix, LLC*,
19-cv-01483.

I agree to comply with and to be bound by all the terms of this Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Protective Order, even if such enforcement proceedings occur after termination of this action.

Date:

City and State where signed:

Printed name:

Signature: